

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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PIOTR PRZYGODA,

Plaintiff,

Civil Action No.: 13-CV 0062  
(JBW)(REM)

-against-

TOP BUILD LTD, WITOLD GORGOWICZ,  
Defendants

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**STIPULATION OF SETTLEMENT AND CONFIDENTIALITY**

WHEREAS, PIOTR PRZYGODA, (hereinafter "Plaintiff), and TOP BUILD LTD,  
WITOLD GORGOWICZ (hereinafter "Defendants") desire to resolve the above captioned  
matter without further litigation or adjudication and to avoid the annoyance, inconvenience,  
expense and uncertainty of further litigation,

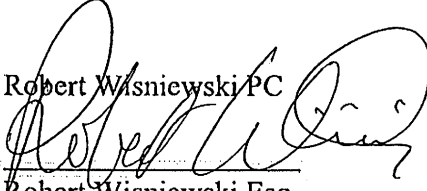
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NOW, THEREFORE, IT IS STIPULATED AND AGREED BY AND BETWEEN THE  
UNDERSIGNED PARTIES THAT:

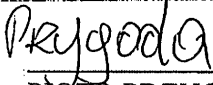
1. Defendants agree to pay a global settlement in the amount of \$23,000, which will be broken down as follows: \$9,000.00 to Plaintiff in two equal parts, \$4,500.00 representing compensation, and \$4,500.00 representing liquidated damages and (b) \$14,000.00 for attorneys' fees and costs to Plaintiff's law firm, Robert Wisniewski P.C. A 1099 will be issued by either Defendant or a company owned by Gorgowicz for all of the aforesaid payments.
2. Plaintiff will execute the General Release, which is being provided herewith and the terms and conditions of which are adopted herein as if more fully stated.
3. Plaintiff authorizes his attorney to sign and file a general stipulation discontinuing the above captioned matter with prejudice.


4. Plaintiff affirms he has not instituted any charge, complaint, suit, action, allegation, claim and/or proceeding in any other form or forum against Defendants that is currently pending other than the Lawsuit. In the event any such action is brought or is otherwise pending, Plaintiff shall withdraw, in writing and with prejudice, all such complaints, suits, actions, charges, allegations, claims and/or proceedings. Plaintiff and his representatives, including his counsel of record agrees not to publicize or disclose to any person or entity, other than a tax preparer, financial advisor, or to appropriate governmental taxing authority, or unless compelled by lawful subpoena, any allegations of wrongdoing alleged in the above-captioned action, or any other claims of wrongdoing against the Defendants, or any releases named in the accompanying release, including their present or former employees, or any of the terms of this stipulation and the accompanying release. Upon inquiry regarding this proceeding, or any other proceeding referred to herein, Plaintiff and/or their representatives shall state only that it has been resolved. The Parties understand and agree that violation of this Paragraph will constitute a material breach of this Stipulation and the aggrieved Party may commence an action to enforce this provision and obtain damages as may be assessed by the Court, including a return of a portion of the settlement herein if Defendant is successful in any such action.
5. Plaintiff also agrees that he will not encourage or incite other current or former employees of Defendant or the released parties to disparage or assert any complaint, claim or charge, or to initiate any legal proceeding, against Defendant or the released parties.
6. It is understood and agreed by the Parties that this settlement is a compromise of disputed claims and this Stipulation and the General Release are not to be construed as an admission of liability or any wrongdoing whatsoever on the part of any of the Parties.

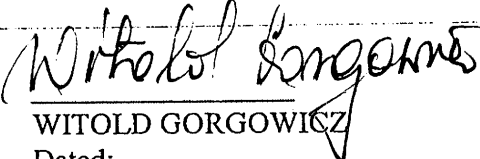
7. Each party agrees that they are responsible for the payment of taxes, if any, which they are lawfully responsible to pay, as a result of the Settlement Payment(s) herein.

IN WITNESS WHEREOF, the undersigned Parties hereto knowingly and voluntarily executed this Stipulation of Settlement and Confidentiality as of the dates set forth below:

BY:   
Robert Wisniewski PC  
Robert Wisniewski Esq  
Attorneys for Plaintiff  
225 Broadway, Suite 225  
New York, NY 10007  
(212) 267-2101  
Dated: 11/19/13

  
PIOTR PRZYGODA,  
Dated:

Law Office of Michael H. Joseph, PLLC  
BY:   
Michael H. Joseph, Esq  
Attorney for Defendants  
203 East Post Road  
White Plains, NY 10601  
(914) 574-8330  
Dated:

  
WITOLD GORGOWICZ  
Dated: